GENERAL SECRETARIAT

Dated 13th August 1945.

No. S. R. 505—L. W. 3-45-2. Under Section 12 (4) of the Mysore Labour Act XIII of 1942 as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in matter of the Industrial dispute between the management and Labour Association of the J. S. Beedi Factory, Mysore, on the question of enhancement of wages, grant of dearness allowance and bonus.

1046 MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

No. C. C. 34—44-45, dated 6th August 1945.

From

M. Navaneetham Naidu, Esqr., B.A., B.L.,
Chief Conciliator in Mysore.

To

Mohamed Ismail Sheriff, Esqr., B.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

Sir,

I have the honor to make the following report under Section 12 (4) of the Mysore Labour Act relating to a dispute between the J. S. Beedi Factory Labour Association, Mysore, and the concerned Beedi Factory, in regard to the Demands (No. 1, for enhancement of the wage rate, No. 2, for grant of dearness allowance and No. 3, for grant of Bonus) made by the Association.

The Secretary of the said Labour Association gave a notice of change dated 4th February 1945, to the Proprietor of the said Beedi Factory, setting forth the following demands:—

Demand No. 1—Enhancement of the wage rate to Rs. 2 for thousand beedies rolled.
Demand No. 2—Grant of Dearness Allowance.
Demand No. 3—Grant of Bonus.
Demand No. 4—Settlement of Standing Orders.

The Proprietor of the Factory wrote to the Assistant Commissioner of Labour to the effect that in consideration of the raising of the rate of wages to Rs. 1-10-0 only for 1,000 beedies rolled and finished, it is not possible to consider these further demands of the Association.

The Assistant Commissioner of Labour, was not able to bring about a settlement between the parties. The case was then referred to this office by the Commissioner of Labour for initiating conciliation proceedings under Section 10 (3) of the Mysore Labour Act.

The case was accordingly registered as C. C. No. 34—44-45. Conciliation Proceedings were held at Mysore camp on the 2nd and 3rd August 1945 after intimation to the parties.

The Labour Association was represented by the President, Mr. Mohamed Peer, while the Proprietor of the Factory Mr. M. R. C. Basappa, was present for the Management. The Assistant Commissioner of Labour (Mr. G. N. Puttanna) was also present throughout.

All the four demands were taken up one by one and were fully discussed on both sides with the result that the parties did not come to a settlement in respect of demands 1, 2 and 3 while demand No. 4 was withdrawn by the Association.

For the purpose of this report (under Section 12 (4) of the Act I shall deal with the Demand) Nos. 1, 2 and 3 in respect of which the parties did not come to settlement.

Demand No. 1—This demand is for enhancement of the wage rate and runs thus in the said notice of change. Wages for beedies rolled to be settled at Rs. 2 per thousand from 1st February 1945, the same being the standard wages even in the future and every factory should adopt it with effect from 1st February 1945. The Labour representative urged that this was necessary in the interests of the workers engaged in the Beedi Factory. When questioned as to how he could demand a standard wage rate applicable for all times and to all factories irrespective of the conditions prevailing at any time, he said that he would modify the demand and confine the question of wage rate enhancement for the present tme and to this factory.

The Association Representative explained the demand. The Proprietor replied that he was already paying the labourers at Rs. 1-10-0 per every 1,000 beedies rolled. He states that he was paying only annas ten per thousand formerly and as a result of previous notice for increase on the ground of increased cost of living, an agreement was effected on 18th December 1943 according to which the Management agreed to pay 15 annas per thousand and that though there was no mention of Dearness Allowance in that agreement, the increase was only on the request of the Labour Association for enhancement in consideration of rise in the cost of living and that as a result of competition between the Factories, this 15 annas was raised from time to time and finally to Rs. 1-10-0 which is now prevailing, though there was no demand from the workers. He adds that the present rate which exceeds the original rate of ten annas by Re. 1 includes dearness allowance though not termed as such and that under the circumstances any increase above the present rate of Rs. 1-10-0 is not possible. The Association Representative contends that the present rate of Rs. 1-10-0 was only wage rate and that it did not mention anywhere that it included dearness allowance and urges that it should be raised to Rs. 2 as was paid some time back for a while. The proprietor contends that it is not possible to pay anything more than the present rate.

After further discussions and consultation with the workers, the Association Representative states that by whatever name the payment is made the workers want at least Rs. 1-12-0 per thousand. But the Proprietor says that it is not possible to accept even this reduced demand. He (the Factory Proprietor) was asked to consider it over and time was given. Finally he says it is not possible. The Association Representative presses the demand; but the Proprietor says that it cannot be accepted. So, the parties did not come to a settlement regarding this demand.

Demand No. 2—(Re : Grant of Dearness Allowance).

The Association Representative urges for the payment of dearness allowance calculated on the cost of living index. The Proprietor contends that the wage now paid by him includes Dearness Allowance and that no separate Dearness Allowance is possible. The Association pressed the demand. The Proprietor is not agreeable. Hence no agreement could be effected in respect of this demand.

Demand No. 3.—(Grant of Bonus)

The Labour Representative urges for the payment of a month's wages in the year as bonus to the workers. The Proprietor says that such payments are not made is Beedi Eactory any where and he could not accept it. The Association representative presses the demand. The Proprietor is not agreeable to accept the demand. So, no agreement is possible in regard to this demand.

All possible ways of settlement were explored but the parties did not come to a settlement in regard to demands Nos. 1, 2 and 3.

The proceedings in regard to these demands (*viz.*, 1,2 and 3) thus ended in failure, which I hereby report.

I request that this report may be published in the Gazette, as required in sub-section (4) of section 12 of the Mysore Labour Act.

I have the honor to be,
Sir,
Your most obedient servant,
NAVANEETHAM,
Chief Conciliator.

Dated 13th August 1945.

No. S. R. 502—L. W. 2-45-2. Under Section 12 (4) of the Mysore Labour Act XIII of 1942, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information, the accompanying report of the Chief Conciliator in Mysore in the matter of the industrial dispute between the G. R. Ameerjan, Beedi Factory, Labour Association, Gundlupet and the Management of the concerned Beedi Factory in regard to the demands made by the Association for increased rate of wages, etc.

1017 MOHAMED ISMAIL SHERIFF, *Genl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

No. C. C. 43—44-45, dated 6th August 1945.

From

M. Navaneetham Naidu, Esqr., B.A., B.L.,
Chief Conciliator in Mysore.

To

Mohamed Ismail Sheriff, Esqr., B.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

Sir,

I have the honour to make the following report, under Section 12 (4) of the Mysore Labour Act, relating to a dispute between the G. R. Ameerjan, Beedi Factory, Labour

Association, Gundlupet and the concerned Beedi Factory in regard to the demands (noted below) made by the Association.

2. The President of the said Labour Association gave a notice of change dated 4th April 1945, to the Proprietor of the said Beedi Factory setting forth the following six demands :—

Demand No. 1—Enhancement of the wage rate to Rs. 1-12-0 for thousand beedies rolled.
Demand No. 2.—Uniform wages for uniform work.
Demand No. 3.—Grant of Dearness Allowance.
Demand No. 4.—Grant of Bonus.
Demand No. 5.—Settlement of standing orders.
Demand No. 6.—Daily settlement of wages.

3. The Assistant Commissioner of Labour reported to the Commissioner of Labour that it was impossible to secure the presence of the Proprietor for discussing the matter and hence no agreement could be brought about between the parties and that the matter may be referred to the Chief Conciliator for initiating conciliation proceedings. The Commissioner of Lobour accordingly referred the matter to this Office under Section 10 (3) of the Labour Act.

4. The case was accordingly registered as C. C. 43—44-45. It was posted for 2nd August 1945 at Mysore. Intimations were accordingly issued. The case was taken up at Mysore camp on the 2nd and the 3rd instants.

5. The President (Mr. Subbanaika) of the Labour Association appeared on behalf of the Association. Neither the Factory Proprietor nor any representative on behalf of the Factory is present and no letter of excuse is received either.

6. The Assistant Commissioner of Labour, (Mr. G. N. Puttanna) Mysore, was present.

7. As the other side (*i.e*, the Management) is absent for the conciliation proceedings even after intimation, no conciliation or settlement is possible and it has to be presumed that the Proprietor is not willing to a conciliation or settlement of the dispute. Hence, this has to be taken as a case of failure of the proceedings in regard to these demands.

8. I request that this report may be published in the Gazette, as required in Sub-section 4 of Section 12 of the Mysore Labour Act.

I have the honour to be,
Sir,
Your most obedient servant,
NAVANEETHAM,
Chief Conciliator.

dated 13th August 1945.

No. S. R. 499 L. W.—4-45-2. Under Section 12 (4) of the Mysore Labour Act XIII of 1942, as amended from time to time, the Government of His Highness the Maharaja of Mysore are pleased to publish for general information the accompanying report of the Chief Conciliator in Mysore in the matter of the Industrial Dispute between the Management and Labour Association of the Peer Beedi Factory, Mysore, on the question of increased rate of wages, grant of dearness allowance and bonus.

1042 MOHAMED ISMAIL SHERIFF, *Gl. Secy.*

OFFICE OF THE CHIEF CONCILIATOR IN MYSORE, BANGALORE.

No. C. C. 36—44-45, dated the 6th August 1945.

From
M. Navaneetham Naidu, Esq., B.A., B.L.,
Chief Conciliator in Mysore.

To
Mohamed Ismail Sheriff, Esq., B.A.,
General Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

Sir,

I have the honor to make the following report, under Section 12 (4) of the Mysore Labour Act, relating to a dispute between the Peer Beedi Factory Labour Association, Mysore, and the concerned Beedi Factory, in regard to the demands (Nos. 1, 2 and 3) for enhancement of the wage rate, grant of Dearness Allowance and Grant of Bonus, respectively made by the Association.

2. The President of the said Labour Association gave a notice of change dated 4th February 1945 to the Proprietor of the said Beedi Factory setting forth the following four demands :—

Demand No. 1—Enhancement of the wage rate to Rs. 2 for thousand beedies rolled.
Demand No. 2—Grant of Dearness Allowance.
Demand No. 3—Grant of Bonus.
Demand No. 4—Settlement of standing orders.

3. As the Assistaat Commissioner of Labour, Mysore, was not able to bring about a settlement between the parties, the Commissioner of Labour referred the case to this office, for initiating conciliation proceedings under Section 10 (3) of the Mysore Labour Act.

4. The case was accordingly registered as C. C. No. 36—44-45 and conciliation proceedings were held at Mysore camp on the 2nd and 3rd August 1945 after intimation to both the parties.

5. The Labour Association was represented by Mr. Syed Moosa, President of the Association, while the Management was represented by Mr. Abdul Rahim, Proprietor of the Factory. The Assistant Commissioner of Labour, Mysore (Mr. G. N. Puttanna) was also present throughout.

6. These four demands were taken up one by one and were fully discussed on both sides, with the result that the parties did not come to a settlement in respect of Demands Nos. 1, 2 and 3 while demand No. 4 was withdrawn by the Labour Association.

7. For the purpose of this report under Section 12 (4) of the Act, I shall deal with the demands (Nos.) 1, 2 and 3) in respect of which the parties did not come to a settlement.

8. *Demand No.* 1—This demand is for enhancement of the wage rate and runs thus in the notice of change : "Wages for beedies rolled to be settled at Rs. 2 per thousand from 1st February 1945, the same being the standard wages in the future, and every Factory should adopt it with effect from 1st February 1945. The Labour representative stated that this was necessary in the interests of the workers engaged in the Beedi Industry. When questioned as to how he could insist on a standard wage rate for all times and to all factories, irrespective of the conditions prevailing at any time and in each factory, he says that he modifies the demand and confines the question of wage rate enhancement to this factory and for the present.

9. The Proprietor of the Factory points out that the workers are already being paid Re. 1 more than the original rate of 10 annas per thousand beedies rolled and that it is not possible to pay anything more. He further states that as a result of previous notice for increase on the ground of increased cost of living an agreement was effected on 18th December 1943 according to which the management agreed to pay 15 annas per thousand and that though there was no mention of Dearness Allowance in that agreement, the increase was only on the request of the Labour Association for enhancement in consideration of rise in the cost of living, and that as a result of competition between the factories, this 15 annas was raised from time to time and finally to Rs 1-10-0 now prevailing, though there was no demand from the labourers and that the present rate which exceeds the original rate by Re. 1 includes the Dearness Allowance. He says that under the circumstances any increase above the present rate of Rs. 1-10-0 per thousand is not possible. The Association representative contends that the present rate of Rs. 1-10-0 is only a wage rate and that it did not mention anywhere that it included Dearness Allowance and urges that it should be raised to Rs. 2 per thousand as was paid, some time back, for a while. The Proprietor says that it is not possible to pay anything more than the present rate. After further discussion and consultation with the workers the Association representative states that by whatever name the payment is called the workers want at least Rs. 1-12-0 per thousand. But the Proprietor is not agreeable to accept even this reduced demand. The Factory Proprietor was asked to consider it over and time was given. Finally he says it is not at all possible.

10. The Association Representative presses the demand but the proprietor says that it cannot be accepted. So there is no agreement between the parties on this demand.

Demand. No 2.—(*Re.* Grant of Dearness Allowance.)

The Association representative urges for the payment of Dearness Allowance calculated on the cost of living index. The Proprietor contends that the wage now paid by them includes Dearness Allowance and that no separate Dearness Allowance is possible. The Association representative presses the demand. The Proprietor is not agreeable. Hence no agreement could be effected in respect of this demand.

Demand No. 3.—(*Re* grant of Bonus).

The Labour representative urges for the payment of a month's wages in the year as bonus to the workers. The Proprietor says that such payments are not made anywhere and he could not accept it. The Association representative presses the demand. The Proprietor is not agreeable to accept the demand. So no agreement is possible in regard to this demand also.